

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 0:24-cv-60382-DSL

JESSICA PIAFSKY, an individual,

Plaintiff,

v.

MB HOME IMPROVEMENTS INC. a Florida Corporation, MAXIM BOHADANA, an Individual, ROI NEEMAN, an Individual and CONSTRUCTION FORT LAUDERDALE, INC. d/b/a MB HOME IMPROVEMENTS, a Florida Corporation,

Defendants

FIRST AMENDED COMPLAINT

EXHIBIT B



INVOICE / WORK ORDER

MB Home Improvements
 4814 SW 34th Terrace
 Fort Lauderdale, FL 33312, USA
 (954) 609-8006
 Constructionfortlauderdale@gmail.com

Invoice # 96
 Date Mon Nov 20 2023
 Balance 0
 Due On Mon Nov 20 2023

Bill To:

Jessica Piafsky
 3272 SW 51st St
 Fort Lauderdale, Florida 33312
 (917) 282-9500
 Jessicapiafsky@gmail.com

Service Location:

Description	QTY	Price	Amount
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Payment terms	1.00	0.00	0.00
\$20,000 DEPOSIT PART 1, AT SIGNATURE			
\$67,000 DEPOSIT PART 2 (TOTAL 30%) 8/16/2023 PAID			
\$8931.00 BEGIN DATE (10/11/2023)			
\$6,019 WEEKLY PAY FOR 8 WEEKS.			
\$32,000 ON HOLD AS OF NOW. (WILL BE USED IN THE NEAR FUTURE ONCE WE CAN APPLY FOR PERMITS FOR OUTDOOR PART OF THE PROJECT.)			
\$25,000 WHEN JOB IS COMPLETE.			
NEW JOB TOTAL INCLUDING KITCHEN UPGRADES.			
\$296275 (Original)			
-\$1525 (Window change credit)			
-\$8500 (Window Modification removal from original contract removed)			
-\$2,000 (Crown molding)			
-\$22,000 (Kitchen payment)			
-\$9,960 (Windows Check)			
\$252,290			
PAYMENTS MUST BE MADE BEFORE 10AM ON PAYMENT DAYS!			
IF PAYMENT IS NOT REMITTED ON TIME, WORK WILL BE DELAYED.			
CASH, CHECK, ZELLE (9546098006), CREDIT CARD ADD 4%, SUNBIT ADD 6%			

Wire Transfer Scheduled Payments	1.00	0.00	0.00
\$9,145 + \$15 wire transfer fee = \$9,160			
Due every Wednesday			
October 18, 2023			
\$9,145 + \$15 wire transfer fee = \$9,160			
(PAID)			
October 25, 2023			
\$9,145 + \$15 wire transfer fee = \$9,160			
(PAID)			
November 1, 2023			
\$9,145 + \$15 wire transfer fee = \$9,160			
(PAID)			
November 8, 2023			
\$9,145 + \$15 wire transfer fee = \$9,160			
(PAID)			
November 15, 2023			
\$9,145 + \$15 wire transfer fee = \$9,160			
(PAID)			
November 17, 2023			
\$7,000 (PAID)			
November 22, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
November 29, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
December 6, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
December 13, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
December 20, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
December 27, 2023			
\$6,019 + \$15 wire transfer fee = \$6,034			
January 3, 2024			
\$6,019 + \$15 wire transfer fee = \$6,034			
January 10, 2024			
\$6,019 + \$15 wire transfer fee = \$6,034			

Sub total	0.00
Tax	0.00
Tax Rate	0.000%
Total	0.00
Balance	0.00

TERMS AND CONDITIONS

Contractor and Owner, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, hereby agree as follows on the date set forth below:

CONTRACT DOCUMENTS: Contractor is MB HOME IMPROVEMENTS, INC. and has license numbers CBC1265305 and CCC1334811. The Contract Documents consist of this Contract and the documents set forth above and those documents referenced including the Florida Construction Disclosures and the Right of Rescission. The Contract Documents also include any modifications of this Contract subsequent to its execution. These documents form the Contract and are as fully a part of the Contract as if attached to this Contract. The Contract represents the entire agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Contract, this Contract shall govern. The Contractor shall be furnished, free of charge, such copies of any and all drawings, plans, and specifications as are reasonably necessary for execution of the Work.

WORK: The term "Work" means the materials and services expressly set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The scope of Work may be increased, decreased, changed or modified by agreement of the parties. All listed limitations and exclusions are specifically excluded from this Contract, the Work and the Contract Price. All allowances are an estimate and costs and fees in excess of an allowance item shall be billed and paid as a Change Order.

CONTRACT PRICE: Subject to exclusions and allowances, Change Orders, claims and other additions and deductions as set forth herein, Owner shall pay to Contractor the Contract Price. A punch list or warranty items or issues do not constitute a basis for withholding payment to the Contractor. All payment shall be made in good U.S. funds. Unpaid amounts shall bear interest from the date payment is due at 1.5% per month.

PROGRESS PAYMENTS: Owner shall pay to Contractor any deposit no later than (5) days of the last party executing this Agreement. Payment shall be made to Contractor as otherwise set forth in this agreement or within seven (7) days after receiving an invoice or payment application, whichever is earlier. Time is of the essence with respect to all progress payments by Owner.

FINAL PAYMENT: A final payment, consisting of the unpaid balance of the Contract Price shall be made as set forth in this agreement or within seven (7) days after substantial completion of the Work by Contractor, whichever is earlier. Time is of the essence with respect to final payment by Owner.

OWNER REPRESENTATIVE: If multiple Owners sign this agreement, any Owner has full authority to direct the Contractor to do extra work or make changes to the scope of Work. Any and all instructions (written or oral), acts, or omissions of the any Owner shall bind the Owner as if made by all Owners.

COOPERATION WITH LENDER: Owner shall cooperate with any lending entity or entities providing financing for the Project and shall supply such information and certifications as may reasonably be required, from time to time, in order that Owner can satisfy conditions for lender to make payments to Contractor. Owner shall not hinder or delay the approval of the work to delay or prevent payment to Contractor.

ACCEPTANCE: Owner shall immediately inspect the Work when it has been completed and any aspect of the Work not acceptable to the Owner must be specifically noticed in writing to the Contractor within five calendar days following completion of that aspect of the Work or the Work whole. Owner's failure to provide written notice to Contractor of any issues, claims or defects within 14 days of Owner's beneficial use of the Project and Work, or the issuance of a certificate of completion or certificate of occupancy, whichever is sooner. The contractor shall be given a reasonable opportunity to address the issue (as set forth herein and pursuant to Florida law).

TIME: Contractor shall achieve substantial completion and final completion of the entire Work in a reasonable amount of time subject to the conditions and circumstances surrounding the Work and Project. The Owner shall make the Project available and take all steps necessary to allow the Contractor to perform the Work on the Project not less than fifty hours per week, Monday through Saturday, 7AM to 5PM. Any and all substantial completion and final completion dates provided are merely estimates.

CHANGE ORDERS: Owner and Contractor may agree to changes, additions, or deletions in the scope of work without invalidating this Contract ("Change Order"). Contractor and Owner shall agree on said change order work and costs in writing and Contractor shall thereupon perform the changed Work in accordance with the terms of this Contract, Contract Documents and the Change Order. The contractor shall not be obligated to perform any changed work prior to mutual agreement of the parties. However, Contractor may rely on an Owner's oral directive to perform changed work and the Owner remains obligated to pay for same.

The Owner shall reimburse Contractor for all costs and fees incurred in connection with permits, permit processing, permit expediting, testing, inspections, fines, and code violation payments related to the Work and said costs shall be in excess of the contract price. In the event of increases in the cost of materials to the Contractor after the date of this Contract, the Contractor shall pass on such increases as extra costs which the Owner agrees to pay as an additive change. If material or equipment, which the Contractor is required to furnish under this Contract, become unavailable, either temporarily or permanently, subsequent to the execution of the Contract, through causes beyond its direct control, then in the case of temporary unavailability, the contract time shall be extended for such period of time as the Contractor shall be delayed by such unavailability; and in the case of permanent unavailability, the Contractor shall be excused from the requirement of furnishing such materials or equipment. The Owner agrees to pay the Contractor any increase in cost between the cost of the material or equipment or furnishing (as an additive change) which has become permanently unavailable and the cost of the closest substitute which is then reasonably available.

Owner/Agent	X	Date:
Owner/Agent	X	Date:
Contractor/Agent	X	Date:

Contractor's sole obligation is to perform the Work actually depicted and described in the Contract Documents and/or plans and specifications or the Work directed by Owner. The Contractor is not responsible for missing or conflicting information or components from the Contract Documents, plans and/or specifications or for the constructability, performance, or use of the Contract Documents, plans, specifications, or the Project. The Contractor has not and shall not interpret the Contract Documents, plans, specifications, or Project design in order to fill in missing information or confirm compliance with the applicable building code, life safety systems, or the Americans with Disabilities Act (ADA) which the Owner agrees are its obligations.

DEFAULT: Unless permitted by Florida law, this Contract is not cancelable by Owner. If Owner (or those under its direct or indirect control) through active or passive acts, omissions, or negligence prevents, slows, or delays, the Contractor's progress of the Work (for any reason whatsoever) or causes Work to be done out of sequence, or if the Owner fails to make timely payment to the Contractor, the Owner shall be in default of this Contract. Upon default of this Contract by Owner, Contractor shall have no further obligations under this Contract and the Owner shall immediately pay to the Contractor the portion of the Contract Price due and outstanding at the time of default plus Contractor's lost profit on the uncompleted portion of the Work. Contractor may cancel this Contract at any time and for no reason, subject to returning to Owner the unused portion of any payments made.

DISPUTES: If a dispute should arise between Owner and Contractor under or relating to the Work or the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes at law or in equity in a court of competent jurisdiction located in Broward County, Florida. This Contract shall be governed and construed under the laws of the State of Florida. Each of the parties hereto consents to the jurisdiction and the venue of any such action in Broward County for all purposes in connection with this Contract. **THE CONTRACTOR AND OWNER WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY AND ALL ACTIONS AND PROCEEDINGS.** The prevailing party in any such suit or defense shall be entitled to recover from the other party any and all costs and expenses, including but not limited to reasonable attorney's fees and costs, incurred in having to enforce its rights hereunder, with or without suit.

SITE CONDITIONS: The Contractor employees shall not be required to Work in hazardous conditions and the Owner agrees to mitigate such conditions prior to commencement of the Work. Contractor is not responsible or liable for vandalism, theft, or damage to the Work or surrounding areas no matter how caused, including, without limitation, wind, rain, hail, hurricanes, or acts of God or third parties. The Contractor is not responsible for and shall be entitled to an additive Change Order for any and all non-visible or unforeseen site conditions, be they underground, under-floor, behind-wall, under roof, above ceiling, or the like, or any and all other site conditions that are not disclosed to Contractor in writing prior to construction. The contractor is not responsible for reinstalling any alarm system it may have removed. The owner shall, at its expense, contact their alarm company to reinstall same. Owner shall secure and safeguard all personal property, jewelry, valuables, and pets during work hours. The contractor is not responsible for damage or theft to personal property that was left in the work area or the well-being of pets. The contractor shall be given, at no cost, access to water, electricity and lighting, and access to the service panel. The trash receptacle used during the Project is solely for the purpose of collecting construction-related refuse and is not to be used by the Owner. Owner agrees to pay all costs arising from unforeseen issues such as unsafe or illegal conditions, rot or mold, inspector requirements, overlooked conditions, identifying and removing hazardous materials (lead paint, solvents, asbestos, etc.) before or after the Project has begun, all as a Change Order. Contractor is not responsible for warping of material, natural grain and texture in variations of wood and stone, defects in materials, equipment or appliances covered by the manufacturer, driveway cracks formed after concrete/asphalt has set or standing water, damage due to heat, sunlight or water, rust, mold, termites or wood rot, any defects arising from work done after inspection by Owner, Regarding fencing and concrete work, underground digging, damage to sprinkler systems, main water lines, AC lines, drain lines or cable/internet/phone lines.

LIMITATION OF LIABILITY AND INDEMNIFICATION: The Contractor' liability in any action related to this Contract or the Work performed hereunder, shall in no event exceed the amount of the Contract Price and such liability may be fully discharged by a reimbursement of any payments received by the Contractor under this Contract. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for the Contractor's own negligence.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, IF ANY, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST THE CONTRACTOR OR ITS AGENTS, OFFICERS, AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY IF SUCH WORK OR MATERIAL IS FOUND TO BE DEFECTIVE.

Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damages and/or delays caused by others or for damages or delays either before commencement of, or during said Work, or after said Work, caused by structural faults, temperature changes and differentials, sun and weather exposure, strikes, material shortages, labor shortages, war, Acts of God, rain, wind, wind storms, fire, floods, theft, vandalism, hurricanes or any event beyond its direct and immediate control. Contractor shall not be responsible for any damage which has or may have occurred prior to the commencement of Contractor's Work, including, without limitation, drywall, wood, furniture, fixtures, insulation, and paint. Any interruption in the Work which results in lost time and/or material and is not the sole and direct fault of the Contractor, shall be paid by the Owner as an extra cost according to time and material lost as an additive Change.

If any claim is made for damage or injury including death, the Owner agrees to indemnify and hold the Contractor harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that the Contractor may sustain when such claim is directly or indirectly based or related to the Owner's or its agents', contractors', or employees' negligent, intentional or wrongful acts or omissions.

OWNER SUPPLIED MATERIALS AND LABOR: If the Owner, before or during the course of the Work, purchases its own materials and/or supplies and/or directly retains the labor and/or services of an alternate contractor(s) and/or specialty contractor(s) (herein collectively "Owner Supplied Materials and Labor"), then Owner shall (1) be solely responsible for the timely delivery, coordination, insurance, protection, and security of and for the Owner Supplied Materials and Labor and (2) take all steps necessary to not adversely affect the Contractor's construction schedule or the sequence of the Contractor's Work. At Owner's sole cost and expense, Owner shall fully abide by and comply with all of Contractor's requests that any or all Owner Supplied Materials and Labor be furnished or held (and stored and not delivered/commenced) at the dates, times, and locations designated by Contractor at its sole and absolute discretion. The contractor shall have sole discretion to allow or refuse to allow any trade from working under its permit.

Additionally, all such labor and/or services of an alternate contractor(s) and/or specialty contractor(s) shall be performed under permits, licenses, and insurance separate and apart from the permits, license, and insurance covering the Work of the Contractor under this Agreement. The Owner hereby agrees to defend, indemnify and hold Contractor harmless from any and all costs, fees, expenses, damages, losses, impacts, and injuries (including death) caused by the Owner's alternate contractor(s) and/or specialty contractor(s) for any reason whatsoever. Notwithstanding the foregoing, the Owner shall, within five calendar days of retaining said alternate contractor(s) and/or specialty contractor(s), take all steps necessary to cause said alternate contractor(s) and/or specialty contractor(s) to furnish to Contractor valid, effective, and enforceable certificates of insurance naming Contractor as an additional insured on said alternate contractor(s) and/or specialty contractor(s) policy. Said certificate and policy shall specifically prohibit said alternate contractor(s) and/or specialty contractor(s) from amending or canceling said policy without 30 days prior written notice to Contractor and shall be issued in amounts no less than \$1,000,000 by an A+ or better AM Best rated company licensed in Florida. Contractor, at its sole and absolute discretion, may slow or stop all Work until such time as said insurance certificates are provided. The Owner shall be responsible for any and all incurred demobilization and/or remobilization costs, fees, and/or impacts suffered by Contractor as an additive Change Order.

SUBCONTRACTS: Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The contractor has the absolute and sole discretion to select and hire the subcontractors and suppliers of its choice. Owner shall not interfere with or direct the work of said subcontractors.

MATCHING: Contractor will use reasonable efforts to match the color, finish, hue, texture, size, shape, dimension, make, model and the look and feel of materials, but there will be differences and said differences shall not be a basis to reject Work or refuse to make payment. Owner is given notice now that a full replacement is needed to avoid variations in the foregoing and if Owner does not elect a full replacement, it assumes the risk and of said variations.

STORAGE: If materials for the Project are ready to install and the Owner is not ready, a grace period of 15 days will be given. After 15 days, a delay fee of \$100 per week will apply. After 30 days, a delay fee of \$250 per week will apply. These fees shall be paid monthly and shall be paid in advance of the Work continuing.

HOA'S AND CONDOS: Owner is responsible for providing Contractor with the proper contact information for the person in charge of coordinating and approving construction. Contractor shall not begin its work or order materials until the necessary HOA or CA approvals are received unless Owner instructs Contractor in writing to commence without said approval, and if so, Owner bears all of the risk if the approval is delayed or never arrives. Owner is responsible to read and understand the bylaws and rules of allowed upgrades, colors, styles and Contractor, by agreeing to sell and install a product, does not warrant or represent that it will be approved by the HOA or CA. Owner bears all of the risk of its selection of any product, color and style.

RELATIONSHIP OF THE PARTIES: The Owner agrees to furnish and approve, in a timely manner, information requested by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. The Owner shall, at the request of the Contractor, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a continuing condition precedent to the Contractor's further obligation under this Contract.

MISCELLANEOUS: In the event that any term, provision, or part of the Contract is held to be illegal, invalid or unenforceable, such term, provision, or part shall be deemed severed from the Contract and the remaining terms, provisions and parts shall remain unaffected thereby. Where the context requires, neutral terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa. This Contract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements and understandings relating to the subject matter hereof. No requirement of this Contract may be waived or modified except by a written document signed by at least one authorized representative of each party. The captions of the articles in this Contract are inserted only as a matter of

convenience and for reference and in no way define, limit or describe the scope of any article or paragraph herein. All reference to days shall mean calendar days unless otherwise specified. All notices called for in this Agreement shall be in writing and addressed to one or more of the authorized representatives set forth in this Agreement. The person signing this Contract represents and warrants that he/she is the lawful fee simple owner of the property where the Work is being performed or is an expressly authorized agent for the owner of the property. Notwithstanding, the party signing this Contract agrees to be individually and personally bound by the terms and conditions contained herein and shall timely pay the Contractor for the Work and materials furnished as set forth herein.

WARRANTY: The Contractor warrants to the Owner only that all materials furnished by it will be of standard quality, type and condition, free from defects, and will be installed or applied in a good workmanlike manner, in reasonable compliance with manufacturer's published application instructions. Should any defect occur within the warranty period, due to defective materials or workmanship supplied by the Contractor, the Contractor hereby agrees to repair same without charge, upon receipt of proper notice in writing, by certified mail, providing that the Contractor has been paid in full and the Owner was not in breach or terminated this Contract. There is no warranty and same shall be void if the total contract price, as amended, is not paid in full or if the Work or work or materials supplied by the Contractor are abused, not maintained or modified in any way. All warranty work shall be performed during normal business hours and within a reasonable time following written notice to the Contractor. Contractor shall provide no warranty whatsoever on Owner's supplied materials and/or on the work and/or materials of the Owner's alternate contractor(s) and/or specialty contractor(s).

FLORIDA RESIDENTIAL CONSTRUCTION DISCLOSURES

FLORIDA'S CONSTRUCTION LIEN LAW

NOTICE: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

FLORIDA'S HOMEOWNER'S CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR.

FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, FL 32399: phone (850) 487-1395.

CONSTRUCTION DEFECTS NOTICE

NOTICE: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

Owner/Agent	X	Date:
Owner/Agent	X	Date:

FLORIDA RIGHT TO CANCEL DISCLOSURE

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

Owner/Agent	X	Date:
Owner/Agent	X	Date:

Notes:

\$32,000 ON HOLD AS OF NOW. (WILL BE USED IN THE NEAR FUTURE ONCE WE CAN APPLY FOR PERMITS FOR OUTDOOR PART OF THE PROJECT.)

Money will come into play once we have engineer plans. This means that we will soon move forward with the pool contractor once we get those plans. (Pool contractors usually have their engineers that they use so we will most likely go with that one). He will give you a few tiles for you to decide what you would like. (Tile obviously not included in the price) And he will also begin the permit process once we are ready to move forward. This money will go part of a deposit to him for that and for anything else necessary. And for the rest of the outdoor work.

Thank You For Your Business!